

SECOND AMENDMENT TO OIL AND GAS LEASE

(Hill Investments/Aspect Lease)

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF TARRANT

- (A) Reference is here made for all purposes to that certain Oil and Gas Lease dated March 23, 2007, from the undersigned, HILL INVESTMENTS, LTD., a Texas Limited Partnership (referred to therein and herein as "Lessor"), to Aspect Abundant Shale LP (hereinafter referred to as "Aspect"), as Lessee, a memorandum of which is entitled "Memorandum of Oil and Gas Lease", is dated to be effective as of March 23, 2007, is recorded as Instrument # D207205904 in the Official Records of Tarrant County, Texas, and is executed by the named Lessor of such lease, as amended by that certain Amendment and Ratification of Oil & Gas Lease dated September 11, 2008, recorded as Instrument # D208462331 of such records, executed by the named Lessor of such lease, which lease, as amended, is hereinafter referred to as the "Lease" and which Lease, and its recording memorandum, are effective to cover land located in the Henry Robertson Survey, A-1798, and the Milly Gilbert Survey, A-565, all in Tarrant County, Texas, more particularly described therein, which land is referred to in the Lease and herein as the "Land" or as the "Lands";
- (B) By Assignment and Bill of Sale dated September 4, 2008, recorded as Instrument # D208346713 in the Records of Tarrant County, Texas, Aspect assigned to the undersigned, WILLIAMS PRODUCTION – GULF COAST COMPANY, L.P., a Delaware Limited Liability Company (hereinafter referred to as "Williams"), all of the interests of the Lessee created under the terms and provisions of the Lease, together with other leases not making the subject of this instrument; and
- (C) Lessor and Williams desire to amend the Lease, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Williams do hereby ALTER, CORRECT, MODIFY, AMEND and CHANGE the Lease as follows:

I.

The description of the Land described in and covered by the Lease is hereby deleted and eliminated in its entirety and the following description is inserted in lieu thereof and in complete substitution therefor:

"475.420 acres of land, more or less, out of the Henry Robertson Survey, A-1798, and the Milly Gilbert Survey, A-565, all in Tarrant County, Texas, comprised of the following two (2) described tracts:

"Tract A: 192.870 acres of land, more or less, out of said Robertson Survey, being the same land described in that certain mineral deed dated September 24, 1940, recorded in Volume 1444, Page 595, Deed Records, Tarrant County, Texas, from C. W. Piper to Bruce Sullivan; and

"Tract B: 282.550 acres of land, more or less, out of said Gilbert Survey, being part of the 452.4 acres of land, more or less (hereinafter referred to as the '452.4 Acres') described in that certain mineral deed dated October 21, 1940, recorded in Volume 1454, Page 87, Deed Records, Tarrant County, Texas, from Lillian C. Putman and others to Bruce Sullivan, being all of the 452.4 Acres, LESS, SAVE AND EXCEPT, HOWEVER, from the 452.4 Acres, the following two (2) described tracts which serve as proration units for wells drilled, completed and owned by XTO Energy, Inc.:

"1. 107.67 acres of land, more or less, more particularly described by metes and bounds as follows, to-wit:

"BEGINNING at a 3/4" iron rod found at the Northwest corner of the William Smith Survey, A-418, and the most Southerly Southwest corner of said Gilbert Survey;

"THENCE North 00°12'19" East 744.91 feet to a 1" iron rod;

"THENCE North 00°17'02" East 2,021.94 feet to a wood fence corner post;

"THENCE South 89°43' 08" East 198.46 feet;

"THENCE North 24°04'37" West 629.36 feet;

"THENCE South 88°18'39" East 1,034.01 feet;

"THENCE North 47°28'21" East 90.26 feet;

"THENCE South 32°26'52" East 1,302.02 feet;

"THENCE North 89°17'46" East 18.73 feet;

"THENCE South 07°23'59 East 442.95 feet;

"THENCE South 82°36'45" West 283.05 feet;

"THENCE South 64°48'27" West 93.02 feet;

"THENCE South 40°54'46" West 171.37 feet;

"THENCE South 17°13'55" West 94.04 feet;

"THENCE South 00°12'01" East 1,546.61 feet;

"THENCE North 89°37'28" West 1,329.28 feet to the PLACE OF BEGINNING, containing 107.67 acres of land, more or less,

"which land surrounds and serves as the proration unit for the XTO Energy, Inc. - Parr C1H Well; and

- "2. 62.18 acres of land, more or less, more particularly described by metes and bounds as follows, to-wit:

"COMMENCING at a 1/4" iron rod found at the Northwest corner of the William Smith Survey, A-418, and the most Southerly Southwest corner of the said Gilbert Survey;

"THENCE South 89°37'28" East 1,329.31 feet along the South line of said Gilbert Survey to the PLACE OF BEGINNING;

"THENCE North 00°12'01" West 1,546.61 feet;

"THENCE North 17°13'55" East 94.04 feet;

"THENCE North 40°54'46" East 171.37 feet;

"THENCE North 64°48'27" East 93.02 feet;

"THENCE North 82°36'45" East 283.05 feet;

"THENCE North 07°23'59" West 442.95 feet;

"THENCE North 89°17'46" East 839.17 feet;

"THENCE South 00°12'11" East 770.42 feet to a 1" iron rod;

"THENCE South 00°11'24" East 1,529.54 feet to a 1/2" iron rod;

"THENCE North 89°37'28" West 1,289.45 feet to the PLACE OF BEGINNING, containing 62.18 acres of land, more or less,

"which land surrounds and serves as the proration unit for the XTO Energy, Inc. - Parr C2H Well,

"LEAVING 282.550 acres of land, more or less."

II.

Subparagraph (d) of Paragraph 6. of the Lease is hereby deleted and eliminated in its entirety and the following new Subparagraph (d) is inserted in lieu thereof and in complete substitution therefor:

"(d) As used in this Lease, the term 'horizontal well' means a well that meets the definition of a 'horizontal drainhole well' under Statewide Rule 86 of the Railroad Commission of Texas, and a 'vertical well' is a well that is not a horizontal well. The land assigned to a well for the purposes of this section is referred to as a 'Retained Tract'. The size of a Retained Tract for a vertical well and/or a horizontal well shall not exceed the acreage amount in order to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction including, without limitation, the additional acreage authorized for horizontal well spacing units set forth in said Statewide Rule 86 of the Railroad Commission of Texas."

III.

Paragraph 7. of the Lease is hereby deleted and eliminated in its entirety and the following new Paragraph 7. is inserted in lieu thereof and in complete substitution therefor:

"7. **Pooling.** Lessee shall have the right but not the obligation to pool all or any part of the Land or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the Land, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 320 acres plus a maximum acreage tolerance of 10%, and plus, for a horizontal well, the additional acreage authorized for horizontal well spacing units set forth in Statewide Rule 86 of the Railroad Commission of Texas; provided that a larger unit may be formed

for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms 'oil well' and 'gas well' shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, 'oil well' means a well with an initial gas oil ratio of less than 100,000 cubic feet per barrel and 'gas well' means a well with an initial gas oil ratio of 100,000 cubic feet or more per barrel, based on a 24 hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term 'horizontal completion' means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the Land shall be treated as if it were production, drilling or reworking operations on the Land, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the Land is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests."

Except as herein amended, the Lease is hereby RATIFIED, ADOPTED, CONFIRMED and DECLARED to be valid, binding, subsisting and in full force and effect and Lessor does hereby GRANT, LEASE, LET and DEMISE the Land to Williams, its successors and assigns, subject to the terms and provisions of the Lease, as amended herein.

The terms and provisions of this instrument shall be binding upon and shall inure to the benefit of Lessor and Williams, their respective successors and assigns.

IN WITNESS WHEREOF, this instrument is executed by the undersigned on the respective dates set opposite their names below, but shall be effective as of June 1, 2009.

HILL INVESTMENTS, LTD.

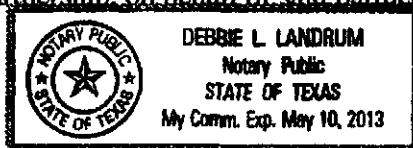
By: Casody Enterprises, L.L.C.,
its General Partner

7/9/09
Date

By: [Signature]
Alan M. Hill, President

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 9 day of July, 2009, by Alan M. Hill, President for Casody Enterprises, L.L.C., a Texas Limited Liability Company, on behalf of said company, as General Partner of HILL INVESTMENTS, LTD., a Texas Limited Partnership, on behalf of said partnership.



[Signature]
Notary Public in and for the State of Texas

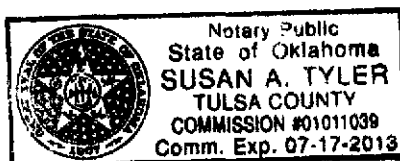
WILLIAMS PRODUCTION -
GULF COAST COMPANY, L.P.

7-17-09
Date

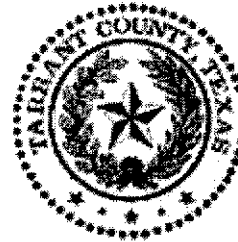
By: [Signature]
Gerald Meeks, Attorney-in-Fact
[Print/Type Name, Title]

STATE OF OKLAHOMA §
COUNTY OF TULSA §

This instrument was acknowledged before me on this the 17th day of ~~June~~ ^{July}, 2009, by Gerald Meeks, as Attorney-in-Fact of WILLIAMS PRODUCTION - GULF COAST COMPANY, L.P., a Delaware Limited Partnership, on behalf of said partnership.



[Signature]
Notary Public in and for the State of Oklahoma



THOMAS DEVELOPMENT CORP
PO BOX 1866

BURLESON TX 76097

Submitter: THOMAS DEVELOPMENT CORP

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 07/23/2009 10:45 AM
Instrument #: D209196681
LSE 7 PGS \$36.00

By: _____



D209196681

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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